

Exhibit 1

Notes Summary

Foreclosure - Washington / 7523.21352 / McDONALD, JAMES B.

12-29-09 -- NetDirector: -- NetDirector Referral

12-30-09 -- mcalderson: -- Loss Mit is needed, DOT dated 2007

12-30-09 -- mcalderson: -- DMDC, SSDI and BK check clear

12-30-09 -- mcalderson: -- Conflict check clear

01-06-10 -- rpre: -- Foreclosure Loss Mitigation Form uploaded into RCO Fidelity LPS for execution.

01-12-10 -- mcalderson: -- TSG Ordered

01-15-10 -- Automation: -- NOD posting order confirmed by FEI as received at 1/15/2010 11:19:16 AM as FEI file number 1002,143724

01-21-10 -- rpre: -- Emailed Gerri & Lan at Fidelity CA for copies if Paragraph 12 & 13 of the title report.

01-25-10 -- rpre: -- Drafted Assignment from MERS to OneWest Bank FSB and uploaded into RCO Fidelity LPS for execution.

01-25-10 -- rpre: -- Appointment uploaded into RCO Fidelity LPS for execution.

01-25-10 -- rpre: -- Beneficiary Declaration uploaded into RCO Fidelity LPS for execution.

02-02-10 -- rpre: -- Assignment & Appointment sent overnight to Absolute Abstracting for recording. (elfed)

02-16-10 -- rpre: -- Banko Clear released 05/21/10 Sale NTS with Teresa at Absolute Abstracting for recording.

02-17-10 -- vmcelligott: -- Mr. called, has applied to lender for assistance, hasn't heard in month and 1/2, has he contacted them, yes under review, wanted us in the loop.

03-03-10 -- lmarinca: -- Quoted f&c \$2,205.16 gt 4/03/10.

03-08-10 -- bpowell: -- Quoted f&c g/t 4-6-10 \$1888.16 LPS

03-10-10 -- nruhlen: -- Paid \$25 tech fee LPS-NewTrak □NT004461845

03-25-10 -- kperrin: -- Per LPS: Hold Fc - Hamp. Issue Comments: Please hold all FC action due to HAMP, bill up to the date of the hold request and do not proceed until further advisement from OWB. Thank you. Emld VM

03-30-10 -- vmcelligott: -- removed and reentered sale date.

04-23-10 -- breynolds: -- OLV \$312,816.00

04-27-10 -- mcalderson: -- 2-4-2010 endorsement shows ADOT #20100204000502; AST #20100204000503

04-30-10 -- hnguyen: -- Bid Inst to ELF

05-06-10 -- vmcelligott: -- Recd Official Objection to sale, notice of lawful debt validation, 18 page internet stuff, [REDACTED]

05-14-10 -- mcalderson: -- 5-13-2010 endorsement shows NTS #20100216001242; Lien #20100416000584 High Woodland HOA; Constructive Legal Notice of Lawful Debt Validation Demand #20100428000527; Demand #20100428000528

05-19-10 -- vmcelligott: -- FHLMC Instr to PP have this FM number and address correct but the ref to the serv loan is dif number.

Exhibit 2



Jeff Stenman
Foreclosure Manager
Direct: (425) 586-1903
jstenman@northwesttrustee.com

May 10, 2010

Mr. James B. McDonald
14840 119th Pl. N.E.
Kirkland, WA 98034

Re: OneWest Bank FSB/Loan No: 1009111244
Property address: 14840 119th Pl N.E., Kirkland, WA 98034
Our File No: 7523.21352

Dear Mr. McDonald:

This letter responds to your correspondence of April 27, 2010 addressed to Northwest Trustee Services, Inc. Enclosed please find a true and correct copy of the Deed of Trust evidencing your obligation to repay the amount borrowed, and your agreement to pledge property as security for repayment of the loan. Until the loan is repaid, the security interest will remain in the property. Upon default in repayment, the available remedies include foreclosure.

A Qualified Written Request ("QWR") is written correspondence directed to the servicer of the loan, which includes a statement of *specific reasons* why the borrower believes that his or her account is in error. It must also provide sufficient detail to allow the servicer to review the borrower's account and determine whether there were errors made in connection with the account, and to either make appropriate corrections where errors occurred, or explain to the borrower why the account is accurate. A QWR is not a vehicle for a borrower to obtain confidential or proprietary information, nor can it be used to support a fishing expedition for documents that do not relate specifically to *servicing* of a loan.

Although your requests are overly broad, unduly burdensome, and not in conformity with 12 U.S.C. §2605, our office is communicating with the servicer for consideration of an additional response. If you have specific concerns about the foreclosure process, or would like to discuss workout options, please refrain from utilizing third-party "form letters," and contact OneWest Bank FSB directly at 800-669-2300. The terms and provisions in your loan documents remain unchanged and fully effective, and absent contrary direction from the servicer, the trustee will move forward with the property sale on May 21, 2010.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

3535 Factoria Blvd. SE, Suite 220 | PO Box 997 | Bellevue, WA 98006 | 425.586.1900 phone | 425.586.1997 fax

If you have any other questions, please feel free to contact me. Thank you.

Sincerely,

NORTHWEST TRUSTEE SERVICES, INC.

By: 

Jeff Stenman
Foreclosure Manager

Enclosures

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

3535 Factoria Blvd. SE, Suite 220 | PO Box 997 | Bellevue, WA 98006 | 425.586.1900 phone | 425.586.1997 fax

Exhibit 3

After recording, return to:

JAMES BRADLEY MCDONALD
14840 119th PINE
Kirkland, WA 98034
TEL: (425) 210-0614

DATE: 8/27, 2010

Loan #125049243/1009111244

APN #328830-0180-03

Legal Description: See Attached Exhibit A.

CONFORMED COPY

20100428000527

MCDONALD MISC 76.00
PAGE-001 OF 015
04/28/2010 12:46

CONSTRUCTIVE LEGAL NOTICE OF LAWFUL DEBT VALIDATION DEMAND

Real Estate Settlement Procedures Act (RESPA) 12 U.S.C. § 2605(e);
Regulation X at 24 C.F.R. § 3500 et seq.
Truth-In-Lending-Act (TILA) § 1604(e), 15 U.S.C. §§ 1601 et seq. (1968) and 1692 et seq.
Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692c

GRANTOR(S): JAMES BRADLEY MCDONALD

14840 119th PINE
Kirkland, WA 98034

GRANTEE(S): INDYMAC BANK, F.S.B

901 E. 104TH ST., BLDG B, STE 400/500
KANSAS CITY, MO 64131

USPS Certified Mail # 7009 2250 0000 1615 2189

INDYMAC MORTGAGE SERVICES / Servicer
6900 BEATRICE DRIVE

KALAMAZOO, MI 49003-4045

USPS Certified Mail # 7009 2250 0000 1615 2196

NORTHWEST TRUSTEE SERVICES, INC

P.O. BOX 997

BELLEVUE, WA 98009-0997

USPS Certified Mail # 7009 2250 0000 1615 2226

You are now in receipt of this NOTICE under the authority of the Truth-In-Lending-Act (TILA) § 1604(e), 15 U.S.C. §§ 1601 et seq. (1968) and 1692 et seq., and the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692c, and the Real Estate Settlement Procedures Act (RESPA) 12 U.S.C. § 2605(e) and Regulation X at 24 C.F.R. § 3500 regarding loan number 125049243 / 1009111244. I dispute the alleged mortgage debt in its entirety for being inaccurate and firmly believe that I have had fraud in the factum committed against me for lack of full disclosure by the alleged Lender.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT,
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL.

THIS IS MY "QUALIFIED WRITTEN REQUEST": TILA REQUEST, RESPA REQUEST,
COMPLAINT OF PROBABLE FRAUD IN THE FACTUM, DISPUTE OF DEBT &
VALIDATION OF DEBT

Reference: Alleged Mortgage Loan # 125049243 / 1009111244
Private Land & Chattel Property located at
14840 119TH PL NE
KIRKLAND, WASHINGTON

Attention Authorized Representative for the Above Referenced Companies / Corporations:

After several consultation meetings with Legal Counsel and knowledgeable accountants regarding this matter, I am writing to formally complain about intentional accounting omissions and probable fraud in the factum that took place at the closing in the purchase of my home. I need a clear understanding and clarification (FULL DISCLOSURE) of the transactions that occurred at my signing of the initial documents, the funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

With our nation's mortgage default crisis and the mortgage scams that have occurred against millions of American families. I am most concerned that potential fraudulent and deceptive practices have been committed against me in the intentional omission of due consideration in the exchange of my promissory note, my signing of the mortgage note and security agreement, including deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks.

I hereby **DEMAND** absolute first-hand evidence from you and/or your legal department with regard to the original signed promissory note and an uncertificated or certificated security concerning account numbers 125049243 / 1009111244. In the event you refuse or fail to supply me with these documents it will be positive confirmation on your part that INDYMAC BANK, F.S.B never really created and owned a security. I also hereby **DEMAND** that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security, I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By debt, I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or subservice for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this QUALIFIED WRITTEN REQUEST, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.

I also request that you conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. Upon receipt of your answers and production of documents, I will contract with my CPA to do another audit for a secondary validation. I **DEMAND** that you validate this debt so that it is accurate to the penny!

I firmly request that you do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. I understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally:

- ◊ Increased the amounts of monthly payments.
- ◊ Increased the principal balance I owe;
- ◊ Increased escrow payments;

- ◇ Increased the amounts applied and attributed toward interest on this account;
- ◇ Decreased the proper amounts applied and attributed toward principal on this account;
- ◇ Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I **DEMAND** that you demonstrate that I have not been the victim of such predatory, fraudulent servicing or lending practices that have occurred throughout the nation.

To ensure this, I have authorized a thorough review, examination, accounting and audit of mortgage account # 125049243 / 1009111244 by mortgage auditing and predatory servicing or lending experts. These exam and audit experts will review this mortgage account file from the date of initial contact with the mortgage provider, INDYMAC BANK, F.S.B. their applications and the origination of this account to the present date.

Again this is a Qualified Written Request under the Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code. TAKE NOTICE that RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions & production of documents as requested in this letter within twenty [20] business days of its receipt.

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed for me and my audit experts to insure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to TILA, FDCPA, RESPA, HOEPA and other laws;
2. That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
3. That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;
4. That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc., were and still are properly disclosed to me;
5. That each servicer and/or sub-servicers of this mortgage have serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;
6. That each servicer and sub-servicers of this mortgage have serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;
7. That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to this loan;
9. That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please mail to me, at the address above, copies of the documents requested below as soon as possible. Please provide copies of:

10. Any certificated or uncertificated security, front and back, used for the funding of account # 125049243.
11. Any and all "Pool Agreement(s)" including account # 125049243 between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES account # 1009111244 and any government sponsored entity, hereinafter (GSE).
12. Any and all "Deposit Agreement(s)" regarding account # 125049243 or the "Pool Agreement" including account # 125049243 between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES account # 1009111244 and any GSE.
13. Any and all "Servicing Agreement(s)" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
14. Any and all "Custodial Agreement(s)" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
15. Any and all "Master Purchasing Agreement(s)" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
16. Any and all "Issuer Agreement(s)" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
17. Any and all "Commitment to Guarantee" agreement(s) between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
18. Any and all "Release of Document agreements" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
19. Any and all "Master Agreement(s) for servicer's Principle and Interest Custodial Account(s)" between INDYMAC BANK, F.S.B and any GSE.
20. Any and all "Servicers Escrow Custodial Account" between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
21. Any and all "Release of Interest" agreements between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES and any GSE.
22. Any Trustee agreement(s) between INDYMAC BANK, F.S.B and INDYMAC MORTGAGE SERVICES trustee regarding account # 125049243 and or # 1009111244 or pool accounts with any GSE.
23. Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.
24. Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.
25. Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee for this Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
26. Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.
27. Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.

28. Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.
29. Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.
30. Please send to the requester a certified copy of the signed promissory note showing the front and back of the document.
31. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
32. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
33. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
34. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
35. All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
36. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
37. All escrow analyses conducted on this account from the inception of this account until the date of this letter.
38. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
39. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.
40. All letters, statements and documents sent to me by your company;
41. All letters, statements and documents sent to me by agents, attorneys or representatives of your company;
42. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
43. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.
44. All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
45. All copies of my property inspection reports, appraisals, BPOs and reports done on the property.

46. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
47. All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
48. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
49. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until the date of this RESPA request.
50. All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until the date of this RESPA request.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide me, in writing, the answers to the following questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

51. Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that the experts can decipher the data provided. I demand a certified Transaction Chart (T Chart) showing the GAAP journal entries made at the inception.
52. For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
53. For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

DEBITS & CREDITS

54. Pursuant to banking law 12 USCA § 1813, please provide me the deposit slip for the alleged borrower's promissory note(s) that were issued to INDYMAC BANK, F.S.B for processing through the Federal Reserve Bank in exchange for borrower's credit on January 8, 2007 and deposited on or around February 8, 2007.
55. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.
56. Please provide the order authorizing the withdrawal of funds from the borrower's promissory note deposit account.
57. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.

58. For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
59. For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

60. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the parish/county property records in the parish/county and state in which my land and chattel property is located from the inception of this account to the present date? Yes or No?
61. If not, why?
62. Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
63. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
64. If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

65. For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
66. Have attorney fees ever been assessed to this account from the inception of this account to the present date?
67. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
68. Have attorney fees ever been charged to this account from the inception of this account to the present date?
69. If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
70. Have attorney fees ever been collected from this account from the inception of this account to the present date?
71. If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
72. Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
73. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed which authorized the assessment, charge or collection of attorney fees.

74. Please detail and list for me in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
75. Please detail and list for me in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
76. Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
77. Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment(s) were made and the reasons for such adjustment(s).
78. Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
79. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
80. How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ _____
81. How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ _____
82. How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ _____
83. Please send to me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one and the same.

84. Have there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
85. If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
86. In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that have occurred on this account from the inception of this account until present date.

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

87. Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
88. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
89. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?

90. Are late fees considered interest? Yes or No?
91. Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
92. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
93. If yes, please describe what expenses or charges were charged or assessed to this account.
94. Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late.
95. Please describe for me in writing what damages you or others undertook due to any payment I made which was late.
96. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed which authorized the assessment or collection of late fees.
97. Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
98. Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
99. Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
100. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
101. Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?
102. Have any late charges been assessed to this account? Yes or No?
103. If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ _____
104. Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.
105. Have late charges been collected on this account from the inception of this account until present date? Yes or No?
106. If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ _____

LAND & CHATTEL PROPERTY INSPECTIONS

107. For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
108. Have any property inspections been conducted on my land and chattel property from the inception of this account until the present date?

109. If your answer is no, you can skip the rest of these questions in this section concerning property inspections.
 110. If yes, please tell me the date of each property inspection conducted on my land & chattel property that is the secured interest for this mortgage, deed or note?
 111. Please tell me the price charged for each property inspection.
 112. Please tell me the date of each property inspection.
 113. Please tell me the name and address of each company and person who conducted each property inspection on my land & chattel property.
 114. Please tell me why property inspections were conducted on my property.
 115. Please tell me how property inspections are beneficial to me.
 116. Please tell me how property inspections are protective of my land & chattel property.
 117. Please explain to me your policy on property inspections.
 118. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
 119. If yes, why?
 120. Do you use property inspections to collect debts? Yes or No?
 121. Have you used any portion of the property inspection process on my land & chattel property to collect a debt or inform me of a debt, payment or obligation I owe?
 122. If yes, please answer when and why?
 123. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?
 124. Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?
 125. If yes, why?
 126. Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
 127. If yes, why?
 128. Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
 129. Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
 130. Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
 131. Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
 132. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
 133. If yes, when and how much was charged?
-

134. Is interest allowed to be assessed or charged on inspection fees or assessed to this account? Yes or No?
135. How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____
136. How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ _____
137. Please forward to me copies of all property inspections made on my property in this mortgage account file.
138. Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

139. Have any BPOs [Broker Price Opinions] been conducted on my land & chattel property?
140. If yes, please tell me the date of each BPO conducted on my land & chattel property that is the secured interest for this mortgage, deed or note?
141. Please tell me the price of each BPO.
142. Please tell me who conducted each BPO.
143. Please tell me why BPOs were conducted on my land & chattel property.
144. Please tell me how BPOs are beneficial to me.
145. Please tell me how BPOs are protective of my land & chattel property.
146. Please explain to me your policy on BPOs.
147. Have any BPO fees been assessed to this account? Yes or No?
148. If yes, how much in total BPO fees have been assessed to this account? \$ _____
149. Have any BPO fees been charged to this account? Yes or No?
150. If yes, how much in total BPO fees have been charged to this account? \$ _____
151. Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.
152. Please send to me copies of all BPO reports that have been done on my land & chattel property.
153. Has any fee charged or assessed for a BPO been placed into escrow? Yes or no?

FORCED-PLACED INSURANCE

154. Have you placed or ordered any forced-placed insurance policies on my land & chattel property?
155. If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note.
156. Please tell me the price of each policy.
157. Please tell me the agent for each policy.
158. Please tell me why each policy was placed on my land & chattel property.
159. Please tell me how the policies are beneficial to me.
160. Please tell me how policies are protective of my land & chattel property.

161. Please explain to me your policy on forced-placed insurance.
162. Have any forced-placed insurance fees been assessed to this mortgage or escrow account? Yes or No?
163. If yes, how much in total forced-placed policy fees have been assessed to this account? \$ _____
164. Have any forced-placed insurance fees been charged to this mortgage or escrow account? Yes or No?
165. If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ _____
166. Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from me.
167. Do you have any relationship with the agent or agency that placed any policies on my land and chattel property? If yes, please describe.
168. Do you have any relationship with the carrier that issued any policies on my land & chattel property? If yes, please describe.
169. Has the agency or carrier you used to place a forced-placed insurance policy on my land & chattel property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
170. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? If yes, please send me a copy of each such policy.
171. Please send to me copies of all forced-placed insurance policies that have been ordered on my land & chattel property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

172. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
173. Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
174. Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
175. Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected?
176. Where is the original monetary instrument (*promissory note*) or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

177. Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
178. Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
179. Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
180. Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
181. Since the inception of this loan, have any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that have sub-serviced this mortgage loan.
182. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
183. Has each and every assignment of my asset/monetary instrument been recorded in the parish/county land records where the property associated with this mortgage account is located?
184. Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
185. Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust involved.
186. Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
187. Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
188. How much was paid for this individual mortgage account by you?
189. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
190. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
191. Who did you issue a check or payment to for this mortgage loan?
192. Please provide me copies with the front and back of canceled check.
193. Did any investor approve the foreclosure of my property?

194. Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
195. Please identify all persons who approved the foreclosure of my property!
196. Has INDYMAC BANK, F.S.B and/or INDYMAC MORTGAGE SERVICES been paid any insurance claim based on requester's alleged default of mortgage agreement?
197. If so, provide the amount of insurance payment collect by INDYMAC BANK, F.S.B and/or INDYMAC MORTGAGE SERVICES \$ _____
198. If insurance has been paid, please provide document signed under the penalty of perjury showing where there is still alleged debt owed by James Bradley McDonald.

Under the Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and the Real Estate Settlement Procedures Act ("RESPA"), codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code it is mandatory that you provide me full disclosure of the alleged debt that is said to be owed before proceeding any further with your collection action from twenty (20) days of receipt of this QUALIFIED WRITTEN REQUEST. If you do not provide all answers and production of documents requested in this Notice, you will be in fault, admitting no lawful claim and a default will be in order. Your admission of no lawful claim will be the basis for our Right to Cancel. A Notice of Right to Cancel will be issued twenty (20) days from the date of receipt of this CONSTRUCTIVE LEGAL NOTICE.

AFFIDAVIT OF FACT

14840 119TH PL NE

KIRKLAND, WASHINGTON

STATE OF WASHINGTON
COUNTY OF KING) ss.

I, James Bradley McDonald, hereafter Affiant, being of sound mind, competent and able to testify to the accuracy of this Affidavit, hereby confirms that all the facts stated and affirmed herein are true, correct, complete, and not misleading, admissible as evidence, and if testifying shall so state under the penalty of perjury:

1. That, Affiant makes this Affidavit based on first hand knowledge of all the facts stated herein, including the research of federal and state laws and public policy documents that govern monetary instruments related to banking and financial institutions.
2. That, Affiant did sign alleged loan documents with INDYMAC BANK, F.S.B at INTEGRATED ESCROW office in SEATTLE, WASHINGTON on January 8, 2007 concerning property located at 14840 119TH PL NE, KIRKLAND, WASHINGTON.
3. That, Affiant did sign a promissory note and issued to INDYMAC BANK, F.S.B for processing on January 8, 2007; the promissory note was for the sum of \$389,482.
4. That, Affiant was rushed by INDYMAC BANK, F.S.B representatives to sign other alleged closing documents and was not provided time to review or provided a clear understanding of the terms and conditions of these documents that he was requested to sign.
5. That, since the above events and the exposure of this nation's mortgage default crisis, Affiant has recently learned that there has been possible fraud committed against him by INDYMAC BANK, F.S.B representatives in withholding FULL DISCLOSURE at the signing of closing documents and that it appears fraud in the factum has been committed against him regarding his signing the mortgage note and Deed of Trust.

6. That, Affiant confirms that attorney firm NORTHWEST TRUSTEE SERVICES, INC allegedly hired by ONE WEST BANK has issued a Notice of Intent to Foreclose to Affiant dated JANUARY 15, 2010.
7. That, Affiant affirms hereby that NORTHWEST TRUSTEE SERVICES, INC does not have first hand knowledge of the probable fraud in the factum committed by their alleged client, ONE WEST BANK.
8. That, Affiant confirms and re-affirms his lawful and timely dispute and demands full compliance in providing FULL DISCLOSURE to all requested questions and provide all request for documentation per the LAWFUL DEBT VALIDATION DEMAND annexed hereto and made a part hereof.
9. That, INDYMAC BANK, F.S.B registered agent and INDYMAC MORTGAGE SERVICES acting as servicer are being served this Affidavit and LAWFUL DEBT VALIDATION DEMAND.

I hereby state that the above is true to the best of my knowledge and understanding.

Date: 4/27, 2010

BY:

James Bradley McDonald
JAMES BRADLEY MCDONALD
14840 119TH PL NE
KIRKLAND, WA 98034
TEL: (425) 210-0614

Jurat

State of WASHINGTON

County of King

Subscribed and sworn to (or affirmed) before me on this 27th day of

April, 2010 by James Bradley McDonald, proved
to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Mark A. Wilson
Signature of Notary Public

(Seal)

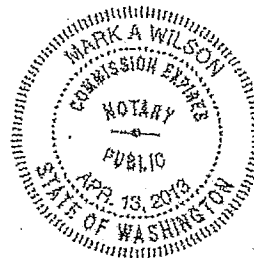


Exhibit 4

June 29, 2010

From: James Bradley McDonald
14840 119th PI NE
Kirkland, WA 98034
(425) 210-0614

To: INDYMAC MORTGAGE SERVICES
6900 BEATRICE DRIVE
KALAMAZOO, MI 49003-4045

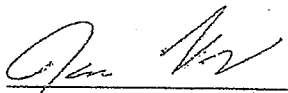
Sirs:

This is a letter of dispute.

I recently pulled credit report and found that INDYMAC MORTGAGE SERVICES is reporting derogatory information in my account.

I dispute this debt.

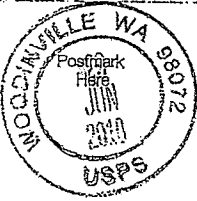
Signed,


James Bradley McDonald

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.
Article Sent To: (to be completed by mailer) Indymac Mortgage Services
(Please Print Clearly)

DELIVERY CONFIRMATION NUMBER: 0308 0070 0001 3789 4167



POSTAL CUSTOMER:
Keep this receipt. For Inquiries:
Access Internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

- ☐ Priority Mail™ Service
☐ First-Class Mail® parcel
☐ Package Services parcel

(See Reverse)

Exhibit 5

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 0308 0070 0001 3789 4167

Scheduled for Delivery: Thursday, July 01, 2010

Class: Priority Mail®

Service(s): Delivery Confirmation™

Status: Delivered

Your item was delivered at 8:14 AM on July 1, 2010 in KALAMAZOO, MI 49003.

Detailed Results:

- * Delivered, July 01, 2010, 8:14 am, KALAMAZOO, MI 49003
- * Arrival at Post Office, July 01, 2010, 5:51 am, KALAMAZOO, MI 49001
- * Processed through Sort Facility, July 01, 2010, 12:03 am, GRAND RAPIDS, MI 49512
- * Processed through Sort Facility, June 30, 2010, 11:54 pm, GRAND RAPIDS, MI 49512
- * Acceptance, June 29, 2010, 3:42 pm, WOODINVILLE, WA 98072

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA

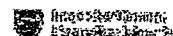
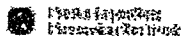


Exhibit 6

P. O. Box 105518
Atlanta, GA 30348

002461



000861315-2461
James B McDonald
14840 119th PI NE
Kirkland, WA 98034-4532

EQUIFAX

CREDIT FILE : August 6, 2010

Confirmation # 0194028890

Dear James B McDonald:

Below are the results of your request for Equifax to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 265-8817 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

>>> **We have reviewed the inquiry information.** The results are: Inquiries are a factual record of file access. If you believe this was unauthorized, please contact the creditor. Regular credit inquiries remain on file for two years. If you have additional questions about this item please contact: **Land America, 2 Concourse Pkwy NE Ste 400, Atlanta GA 30328-8108**

>>> **We have reviewed the inquiry information.** The results are: AM and AR Inquiries indicate a periodic review of your credit history by one of your creditors. Equifax, ACIS, update, PRM, AM and AR Inquiries are not provided to prospective credit grantors. PRM, AR, and AM Inquiries remain on the credit file for 12 months and are not shared with potential credit grantors. If you have additional questions about this item please contact: **Indymac Bank, 155 N Lake Ave 5th FL, Pasadena CA 91101-5615**

Credit Account Information

(For each entry, the last 4 digits of account number(s) have been replaced by 3. (This section includes open and closed accounts reported by creditors.)

Account History Status Code Descriptions	1 : 30-59 Days Past Due 2 : 60-89 Days Past Due 3 : 90-119 Days Past Due 4 : 120-149 Days Past Due	5 : 150-179 Days Past Due 6 : 180 or More Days Past Due G : Collection Account H : Foreclosure	J : Voluntary Surrender K : Repossession L : Charge Off
--	---	---	---

>>> **We have researched the credit account.** Account # - 8911* The results are: Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Greentree Financial Corp, 500 Landmark Towers, Saint Paul MN 55102-1642**

(Continued On Next Page)

Page 1 of 4

0194028890APP-000861315-2461 - 2553 - AS

Greentree 500 Landmark Towers Southfield, MI 48064

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rev'd	Activity Description	Creditor Classification
8911*	01/2007	\$97,370	\$0		Monthly	18	Transfer/Sold	
Items As of	Amount	Date of Last Payment	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$0	07/2010	\$748		03/2010	\$0		

Type of Loan - Second Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Account Transferred or Sold; Bankruptcy Chapter 7; Bankruptcy Petition;

>>> We have researched the credit account. Account # - 668100911* The results are: Equifax verified that this item belongs to you. If you have additional questions about this item please contact: Indymac Bank, 6900 Beatrice Dr, Kalamazoo MI 49009-9559

Indymac Bank Home Loan Serv 6900 Beatrice Dr, Kalamazoo MI 49009-9559

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rev'd	Activity Description	Creditor Classification
668	01/2007	\$97,370	\$0	15 Years	Monthly	4	Transfer/Sold	
Items As of	Amount	Date of Last Payment	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$0	06/2007	\$749		06/2007	\$0		

Current Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Second Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or Sold; Real Estate Mortgage;

>>> We have researched the credit account. Account # - 668100911* The results are: Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: Indymac Bank, 6900 Beatrice Dr, Kalamazoo MI 49009-9559

Indymac Bank Home Loan Serv 6900 Beatrice Dr, Kalamazoo MI 49009-9559

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rev'd	Activity Description	Creditor Classification
	01/2007	\$389,482	\$0	30 Years	Monthly	41		
Items As of	Amount	Date of Last Payment	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$389,481	09/2009	\$2,394	10/2009		\$0		

Current Status - Collection Account; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Collection Account; Foreclosure Process Started; Real Estate Mortgage; Conventional Mortgage;

Account History with Status Codes	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011	06/2011	07/2011	08/2011	09/2011	10/2011	11/2011	12/2011	01/2012	02/2012	03/2012	04/2012	05/2012	06/2012	07/2012	08/2012	09/2012	10/2012	11/2012	12/2012	01/2013	02/2013	03/2013	04/2013	05/2013	06/2013	07/2013	08/2013	09/2013	10/2013	11/2013	12/2013	01/2014	02/2014	03/2014	04/2014	05/2014	06/2014	07/2014	08/2014	09/2014	10/2014	11/2014	12/2014	01/2015	02/2015	03/2015	04/2015	05/2015	06/2015	07/2015	08/2015	09/2015	10/2015	11/2015	12/2015	01/2016	02/2016	03/2016	04/2016	05/2016	06/2016	07/2016	08/2016	09/2016	10/2016	11/2016	12/2016	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	01/2018	02/2018	03/2018	04/2018	05/2018	06/2018	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	01/2023	02/2023	03/2023	04/2023	05/2023	06/2023	07/2023	08/2023	09/2023	10/2023	11/2023	12/2023	01/2024	02/2024	03/2024	04/2024	05/2024	06/2024	07/2024	08/2024	09/2024	10/2024	11/2024	12/2024	01/2025	02/2025	03/2025	04/2025	05/2025	06/2025	07/2025	08/2025	09/2025	10/2025	11/2025	12/2025	01/2026	02/2026	03/2026	04/2026	05/2026	06/2026	07/2026	08/2026	09/2026	10/2026	11/2026	12/2026	01/2027	02/2027	03/2027	04/2027	05/2027	06/2027	07/2027	08/2027	09/2027	10/2027	11/2027	12/2027	01/2028	02/2028	03/2028	04/2028	05/2028	06/2028	07/2028	08/2028	09/2028	10/2028	11/2028	12/2028	01/2029	02/2029	03/2029	04/2029	05/2029	06/2029	07/2029	08/2029	09/2029	10/2029	11/2029	12/2029	01/2030	02/2030	03/2030	04/2030	05/2030	06/2030	07/2030	08/2030	09/2030	10/2030	11/2030	12/2030	01/2031	02/2031	03/2031	04/2031	05/2031	06/2031	07/2031	08/2031	09/2031	10/2031	11/2031	12/2031	01/2032	02/2032	03/2032	04/2032	05/2032	06/2032	07/2032	08/2032	09/2032	10/2032	11/2032	12/2032	01/2033	02/2033	03/2033	04/2033	05/2033	06/2033	07/2033	08/2033	09/2033	10/2033	11/2033	12/2033	01/2034	02/2034	03/2034	04/2034	05/2034	06/2034	07/2034	08/2034	09/2034	10/2034	11/2034	12/2034	01/2035	02/2035	03/2035	04/2035	05/2035	06/2035	07/2035	08/2035	09/2035	10/2035	11/2035	12/2035	01/2036	02/2036	03/2036	04/2036	05/2036	06/2036	07/2036	08/2036	09/2036	10/2036	11/2036	12/2036	01/2037	02/2037	03/2037	04/2037	05/2037	06/2037	07/2037	08/2037	09/2037	10/2037	11/2037	12/2037	01/2038	02/2038	03/2038	04/2038	05/2038	06/2038	07/2038	08/2038	09/2038	10/2038	11/2038	12/2038	01/2039	02/2039	03/2039	04/2039	05/2039	06/2039	07/2039	08/2039	09/2039	10/2039	11/2039	12/2039	01/2040	02/2040	03/2040	04/2040	05/2040	06/2040	07/2040	08/2040	09/2040	10/2040	11/2040	12/2040	01/2041	02/2041	03/2041	04/2041	05/2041	06/2041	07/2041	08/2041	09/2041	10/2041	11/2041	12/2041	01/2042	02/2042	03/2042	04/2042	05/2042	06/2042	07/2042	08/2042	09/2042	10/2042	11/2042	12/2042	01/2043	02/2043	03/2043	04/2043	05/2043	06/2043	07/2043	08/2043	09/2043	10/2043	11/2043	12/2043	01/2044	02/2044	03/2044	04/2044	05/2044	06/2044	07/2044	08/2044	09/2044	10/2044	11/2044	12/2044	01/2045	02/2045	03/2045	04/2045	05/2045	06/2045	07/2045	08/2045	09/2045	10/2045	11/2045	12/2045	01/2046	02/2046	03/2046	04/2046	05/2046	06/2046	07/2046	08/2046	09/2046	10/2046	11/2046	12/2046	01/2047	02/2047	03/2047	04/2047	05/2047	06/2047	07/2047	08/2047	09/2047	10/2047	11/2047	12/2047	01/2048	02/2048	03/2048	04/2048	05/2048	06/2048	07/2048	08/2048	09/2048	10/2048	11/2048	12/2048	01/2049	02/2049	03/2049	04/2049	05/2049	06/2049	07/2049	08/2049	09/2049	10/2049	11/2049	12/2049	01/2050	02/2050	03/2050	04/2050	05/2050	06/2050	07/2050	08/2050	09/2050	10/2050	11/2050	12/2050	01/2051	02/2051	03/2051	04/2051	05/2051	06/2051	07/2051	08/2051	09/2051	10/2051	11/2051	12/2051	01/2052	02/2052	03/2052	04/2052	05/2052	06/2052	07/2052	08/2052	09/2052	10/2052	11/2052	12/2052	01/2053	02/2053	03/2053	04/2053	05/2053	06/2053	07/2053	08/2053	09/2053	10/2053	11/2053	12/2053	01/2054	02/2054	03/2054	04/2054	05/2054	06/2054	07/2054	08/2054	09/2054	10/2054	11/2054	12/2054	01/2055	02/2055	03/2055	04/2055	05/2055	06/2055	07/2055	08/2055	09/2055	10/2055	11/2055	12/2055	01/2056	02/2056	03/2056	04/2056	05/2056	06/2056	07/2056	08/2056	09/2056	10/2056	11/2056	12/2056	01/2057	02/2057	03/2057	04/2057	05/2057	06/2057	07/2057	08/2057	09/2057	10/2057	11/2057	12/2057	01/2058	02/2058	03/2058	04/2058	05/2058	06/2058	07/2058	08/2058	09/2058	10/2058	11/2058	12/2058	01/2059	02/2059	03/2059	04/2059	05/2059	06/2059	07/2059	08/2059	09/2059	10/2059	11/2059	12/2059	01/2060	02/2060	03/2060	04/2060	05/2060	06/2060	07/2060	08/2060	09/2060	10/2060	11/2060	12/2060	01/2061	02/2061	03/2061	04/2061	05/2061	06/2061	07/2061	08/2061	09/2061	10/2061	11/2061	12/2061	01/2062	02/2062	03/2062	04/2062	05/2062	06/2062	07/2062	08/2062	09/2062	10/2062	11/2062	12/2062	01/2063	02/2063	03/2063	04/2063	05/2063	06/2063	07/2063	08/2063	09/2063	10/2063	11/2063	12/2063	01/2064	02/2064	03/2064	04/2064	05/2064	06/2064	07/2064	08/2064	09/2064	10/2064	11/2064	12/2064	01/2065	02/2065	03/2065	04/2065	05/2065	06/2065	07/2065	08/2065	09/2065	10/2065	11/2065	12/2065	01/2066	02/2066	03/2066	04/2066	05/2066	06/2066	07/2066	08/2066	09/2066	10/2066	11/2066	12/2066	01/2067	02/2067	03/2067	04/2067	05/2067	06/2067	07/2067	08/2067	09/2067	10/2067	11/2067	12/2067	01/2068	02/2068	03/2068	04/2068	05/2068	06/2068	07/2068	08/2068	09/2068	10/2068	11/2068	12/2068	01/2069	02/2069	03/2069	04/2069	05/2069	06/2069	07/2069	08/2069	09/2069	10/2069	11/2069	12/2069	01/2070	02/2070	03/2070	04/2070	05/2070	06/2070	07/2070	08/2070	09/2070	10/2070	11/2070	12/2070	01/2071	02/2071	03/2071	04/2071	05/2071	06/2071	07/2071	08/2071	09/2071	10/2071	11/2071	12/2071	01/2072	02/2072	03/2072	04/2072	05/2072	06/2072	07/2072	08/2072	09/2072	10/2072	11/2072	12/2072	01/2073	02/2073	03/2073	04/2073	05/2073	06/2073	07/2073	08/2073	09/2073	10/2073	11/2073	12/2073	01/2074	02/2074	03/2074	04/2074	05/2074	06/2074	07/2074	08/2074	09/2074	10/2074	11/2074	12/2074	01/2075	02/2075	03/2075	04/2075	05/2075	06/2075	07/2075	08/2075	09/2075	10/2075	11/2075	12/2075	01/2076	02/2076	03/2076	04/2076	05/2076	06/2076	07/2076	08/2076	09/2076	10/2076	11/2076	12/2076	01/2077	02/2077	03/2077	04/2077	05/2077	06/2077	07/2077	08/2077	09/2077	10/2077	11/2077	12/2077	01/2078	02/2078	03/2078	04/2078	05/2078	06/2078	07/2078	08/2078	09/2078	10/2078	11/2078	12/2078	01/2079	02/2079	03/2079	04/2079	05/2079	06/2079	07/2079	08/2079	09/2079	10/2079	11/2079	12/2079	01/2080	02/2080	03/2080	04/2080	05/2080	06/2080	07/2080	08/2080	09/2080	10/2080	11/2080	12/2080	01/2081	02/2081	03/2081	04/2081	05/2081	06/2081	07/2081	08/2081	09/2081	10/2081	11/2081	12/2081	01/2082	02/2082	03/2082	04/2082	05/2082	06/2082	07/2082	08/2082	09/2082	10/2082	11/2082	12/2082	01/2083	02/2083	03/2083	04/2083	05/2083	06/2083	07/2083	08/2083	09/2083	10/2083	11/2083	12/2083	01/2084	02/2084	03/2084	04/2084	05/2084	06/2084	07/2084	08/2084	09/2084	10/2084	11/2084	12/2084	01/2085	02/2085	03/2085	04/2085	05/2085	06/2085	07/2085	08/2085	09/2085	10/2085	11/2085	12/2085	01/2086	02/2086	03/2086	04/2086	05/2086	06/2086	07/2086	08/2086	09/2086	10/2086	11/2086	12/2086	01/2087	02/2087	03/2087	04/2087	05/2087	06/2087	07/2087	08/2087	09/2087	10/2087	11/2087	12/2087	01/2088	02/2088	03/2088	04/2088	05/2088	06/2088	07/2088	08/2088	09/2088	10/2088	11/2088	12/2088	01/2089	02/2089	03/2089	04/2089	05/2089	06/2089	07/2089	08/2089	09/2089	10/2089	11/2089	12/2089	01/2090	02/2090	03/2090	04/2090	05/2090	06/2090	07/2090	08/2090	09/2090	10/2090	11/2090	12/2090	01/2091	02/2091	03/2091	04/2091	05/2091	06/2091	07/2091	08/2091	09/2091	10/2091	11/2091	12/2091	01/2092	02/2092	03/2092	04/2092	05/2092	06/2092	07/2092	08/2092	09/2092	10/2092	11/2092	12/2092	01/2093	02/2093	03/2093	04/2093	05/2093	06/2093	07/2093	08/2093	09/2093	10/2093	11/2093	12/2093	01/2094	02/2094	03/2094	04/2094	05/2094	06/2094	07/2094	08/2094	09/2094	10/2094	11/2094	12/2094	01/2095	02/2095	03/2095	04/2095	05/2095	06/2095	07/2095	08/2095	09/2095	10/2095	11/2095	12/2095	01/2096	02/2096	03/2096	04/2096	05/209
--------------------------------------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	--------

Exhibit 7



Investigation results

About our dispute verification process

This summary shows the revision(s) made to your credit file as a result of the verification we recently completed. If you still question an item, then you may want to contact the source of the information.

The federal Fair Credit Reporting Act states that you may:

- request a description of how we verified the information, including the business name and address contacted and the telephone number if reasonably available;
- add a statement disputing the accuracy or completeness of the information; and
- request that we send these results to organizations who have reviewed your credit report in the past two years for employment purposes or six months for any other purpose.

If no information follows, our response appeared on the previous page.

Prepared for
JAMES BRADLEY McDONALD
Report number
0266-9355-14

Report date
August 16, 2010
www.experian.com/disputes

Página 1 of 18

What's your credit score?

Find out by ordering your VantageScore® from Experian for only \$7.95. To order your VantageScore, call 1 888 322 5583.

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.

How to read your results

Deleted - This item was removed from your credit report

Remains - This item has been verified as accurate
Updated - A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you.

Reviewed - This item was either updated or deleted; review this report to learn its outcome

Results

We completed investigating any items you disputed with the sources of the information and processed any other requests you made. Here are the results:

Credit items	Outcome
[REDACTED]	Remains
[REDACTED]	Reviewed
[REDACTED]	Remains
[REDACTED]	Updated
[REDACTED]	Updated
ONEWEST BANK 668100911...	Updated
ONEWEST BANK 668100911...	Updated

Visit experian.com/status to check the status of your pending disputes at any time

*****MIXED AADC 605
0009715 3 MB 0.629 L 772
JAMES BRADLEY McDONALD
14840 119TH PL NE
KIRKLAND WA 98034-4532

0151100936 772-09715-0109000

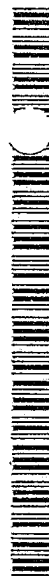


Exhibit 8

*** 223039421-006 ***

PO Box 2000

Chester, PA 19022



07/31/2010 TransUnion.

P16IZT00200808-1003519-012738223

JAMES BRADLEY MCDONALD

14840 NE 119TH PL

KIRKLAND, WA 98034

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.custhelp.com>.

Investigation Results

ITEM	DESCRIPTION	RESULTS
INDYMAC BK HOME LN SVC		VERIFIED, NO CHANGE
	#	VERIFIED, NO CHANGE
		VERIFIED, NO CHANGE
ADJUSTABLE RATE MORTGAGE	Public Record	DELETED

Exhibit 9

B 6F (Official Form 6F) (12/07)

In re James Bradley McDonald
DebtorCase No. 10-18496-SJS
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 668100911 [REDACTED] OneWest Bank (Indymac) 6900 Beatrice Drive Kalamazoo, MI 49009			1/8/2007 primary residence			X	389481
ACCOUNT NO. [REDACTED] Green Tree 345 St. Peter Street St. Paul, MN 55102			1/8/2007 primary residence			X	93980
ACCOUNT NO. [REDACTED] Discover Financial Services P.O. Box 6103 Carol Stream, IL 60197-6103			3/1996 goods/services purchased				[REDACTED]
ACCOUNT NO. [REDACTED] Sears PO Box 6275 Sioux Falls, SD 57117			01/2007 goods/services purchased				[REDACTED]
Subtotal▶							\$ 494871.91
Total▶ (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							\$

continuation sheets attached

Exhibit 10

The Honorable Robert S Lasnik

JAMES MCDONALD
14840 119th PL NE
Kirkland, WA 98034
Phone (425) 210-0614
In Pro Per

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In Re:)	NO.: C10-1952RSL
)	
JAMES MCDONALD)	
Plaintiff)	
v)	Plaintiff's, James McDonald,
ONEWEST BANK, FSB, et al.,)	First Request to Produce Documents
Defendants.)	to Defendants OneWest, MERS and Northwest
)	Trustee Services

TO: HEIDI E. BUCK, Attorney for Defendants OneWest Bank, MERS and Northwest Trustee Services

COMES NOW, James McDonald ("Plaintiff") in proper person and pursuant to Fed. Civ. R. 34, hereby propounds this First Request for Production of Documents to Defendants OneWest Bank, MERS and Northwest Trustee Services. Defendant shall have 30 days to respond as allowed and required by Fed. Civ. R. 34(2)(A).

DEFINITIONS

For purposes of this Request, the following definitions apply:

A. All capitalized terms in this Request shall have the same meaning attributed to such terms in the Complaint.

B. "All documents" means any document known to you and every such document which can be located by you or your representative or discovered by reasonably diligent efforts.

C. "And" and "or" shall be construed in the disjunctive or conjunctive as necessary to make the request inclusive rather than exclusive.

D. "Communication" shall mean any oral or written utterance, notation or statement of any nature whatsoever, by and to whomever made, including but not limited to correspondence, conversations, dialogues, discussions, interviews, meetings,

Plaintiff's First Request to Produce

-1-

James McDonald
14840 119th PL NE, Kirkland, WA 98034
Phone: (425) 210-0614

1 consultations, agreements and other understandings between or among two or more
2 persons.

3 E. "Complaint" refers to the Complaint filed by the Plaintiff in this action.

4 F. "Defendant" refers to any of the named parties defending against the lawsuit filed by
5 Plaintiff and any of his or her agents, employees, representatives or other persons acting
6 or purporting to act on his or her behalf.

7 G. "Document" means the original and all copies whether different from the original by
8 reason of any notation made on such copies or otherwise, regardless of the origin or
9 location, of any written, recorded, transcribed, punched, taped, filmed, electronically or
10 digitally stored, or graphic matter, however produced or reproduced, including but not
11 limited to, all physical forms of correspondence, emails, facsimiles, accounts payable
12 records, accounts receivable records, agreements, audio recordings (whether transcribed
13 or not), balance sheets, bills, books, books of accounts, cablegrams, cash receipt
14 journals, cash disbursements journals, certificates, charters, charts, checks,
15 communications, correspondence, compilations, computer cards, computer printouts,
16 computer programs, computer readouts, computer disks, contracts, data compilations,
17 diaries, disks and diskettes, drafts, drafts of documents, emails (whether printed out or
18 not), entries, estimates, expense reports, financial analysis, financial books, financial
19 records, financial statements, general ledgers, income statements, intra-office and inter-
20 office communications, invoices, itemizations, journals, letters, licenses, manuals,
21 memoranda of all conversations of telephone calls, minutes, notes, orders, photocopies,
22 press releases, publications, receipts, recordings, records, records of account, reports,
23 resolutions, sketches, specifications, statements, statistical records, studies, summaries,
24 tapes, telegrams, texts, writings or work papers which are in the possession, custody or
25 control of Plaintiff's or its representatives. In all cases where documents are in a
26 language other than English, all translations and materials related to each and every
27 translation of such documents shall also be considered to be documents.

19 H. "Including" means without limitation.

20 I. "Person" means any natural individual acting in any capacity whatsoever, or any entity
21 or organization, including the organization's divisions, departments or other units. The
22 term "person" shall include, but not be limited to, a public or private corporation,
23 partnership, joint venture, voluntary or unincorporated association, organization,
24 proprietorship, trust, state governmental agency, commission, bureau, or department.

25 J. "Plaintiff" refers to the above captioned Plaintiff, and any of his or her agents,
26 representatives or other persons acting or purporting to act on its behalf, and includes
27 any of his or her members, trustees, beneficiaries, past and present, predecessors and
28 successors in interest.

K. "Relating to" or "relates to" means pertaining to, referring to, concerning, supporting, or
refuting.

1 L. "Representative" means any and all agents, employees, servants, attorneys, or other
2 persons acting or purporting to act on behalf of the person in question.

3 M. "You," "Your" or "yourself" refers to Defendant to which these requests are addressed,
4 as well as any person acting or purporting to act on his or her behalf.

5 N. Reference to the singular in any of these requests shall also include a reference to the
6 plural, and references to the plural shall also include a reference to the singular.

7 INSTRUCTIONS

8 A. For documents no longer in the possession, custody or control of you or your
9 representative, for any reason, with respect to each such document:

- 10 1. Describe the nature of the document.
- 11 2. State the date of the document.
- 12 3. Identify the person(s) who sent and received the original and copies of the document.
- 13 4. State in as much detail as possible the contents of the document; and
- 14 5. State the manner and date of disposition of the document.

15
16 B. For any communication or document you claim to be protected by the attorney-client
17 privilege, work-product doctrine and/or other applicable privilege, please provide a list of
18 all such documents on or before the due date of this request, containing the following
information for each document:

- 19 1. the identity of the speaker or author;
- 20 2. The identity of all persons who received or heard the document or communication;
- 21 3. the date of the communication or document;
- 22 4. The nature of the document or communication; and
- 23 5. The subject matter of the document or communication.

24
25 In addition, for each such communication or document, state the basis of your claim of
26 privilege or work product.

27 C. If you cannot produce any of the documents in full, produce to the extent possible and
28 specify in writing the reasons for your inability to produce the remainder of the document.

D. After the date of your initial production of responsive documents, if additional

responsive documents come into your possession, custody or control, such additional responsive documents shall be produced to undersigned immediately.

First Request to Produce Documents

1. Defendant OneWest- Provide a copy of the original purchase agreement between Indymac and the initial purchaser of the promissory note, whomever that may be, and any subsequent purchase agreement whether to Freddie Mac or any unknown party.
2. Defendant OneWest- Provide copies of all endorsements and conveyances of the promissory note in question, properly executed with transfers made to the proper entities in proper sequence, so as to show a complete chain of title to the note from the original lender to the current owner and holder of the note.
3. Defendant OneWest- Provide copies of any and all servicing agreements between Indymac and the purchaser(s) of the promissory note.
4. Defendant OneWest- Provide copies of any and all servicing agreements between Defendant OneWest and the current owner or previous owners of the promissory note.
5. Defendant OneWest- A copy of any and all insurance policies related to the promissory note and/or pool/security of loans the promissory note was placed into.
6. Defendant MERS- A true and correct copy of all entries noted within the MERS MIN SUMMARY authenticated as unaltered by a direct MERS employee.
7. Defendant MERS- A copy of the MERS Membership Agreement between Indymac Bank and MERS.
8. Defendant MERS- A copy of the MERS Membership Agreement between Freddie Mac and MERS.
9. Defendant MERS- A copy of the MERS Membership Agreement between OneWest Bank and MERS.
10. Defendant OneWest- A copy of all accounting records including general ledgers and account statements showing payments disbursed to the owner, holder and beneficiary of the note from the conception of the loan agreement through present.

- 1 11. Defendant Northwest Trustee Services- An unaltered copy of the declaration
2 under the penalty of perjury made to Northwest Trustee by OneWest as required
3 by RCW 61.24.030(7)(a).
- 4 12. Defendant OneWest- Any and all exhibits attached to the agreements between the
5 Federal Deposit Insurance Corporation, IMB Holdco LLC and OneWest Bank
6 Group LLC known as Master Purchase Agreement, Loan Sale Agreement and
7 Servicing Business Asset Purchase Agreement.
- 8 13. Defendant OneWest- Any and all forms 1034 in regards to Custodial Agreement
9 Number 000015, Seller/Service Number(s) 153845 and 153984 between Freddie
10 Mac, Deutsche Bank Trust Co and Defendant OneWest.
- 11 14. Defendant OneWest- Any and all forms 1036 in regards to Custodial Agreement
12 Number 000015, Seller/Service Number(s) 153845 and 153984 between Freddie
13 Mac, Deutsche Bank Trust Co and Defendant OneWest.
- 14 15. Defendant OneWest- Any and all records associated with the Plaintiff's loan within
15 the MIDANET or Freddie Mac Selling platforms.

16 Dated: April 3, 2011

17
18
19
20 /s/ James McDonald -

21 James McDonald
22 Pro Se
23
24
25
26
27
28

Exhibit 11

The Honorable Judge Robert Lasnik

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST
TRUSTEE SERVICES, INC., MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

DEFENDANTS' ONEWEST BANK,
FSB, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
AND NORTHWEST TRUSTEE
SERVICES, INC.'S
SUPPLEMENTAL RESPONSE TO
PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION OF
DOCUMENTS

COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTs") (collectively "Defendants") and responds to Plaintiff James McDonald's First Set of Interrogatories and Request for Production of Documents ("Requests") as follows:

I. PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents

DEFENDANTS' SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
- PAGE 1 OF 7, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1 produced, if any such document or documents were sought to be introduced into evidence in
2 Court. All such objections and grounds are reserved and may be interposed at the time of trial.

3 Defendants have not completed their investigation of facts, witnesses, or documents
4 related to this action; have not completed its analysis of available data; have not yet completed
5 its discovery in this action; and have not completed preparation for trial. Thus, although a good
6 faith effort has been made to supply pertinent information when it has been requested, it is not
7 possible in many instances for unqualified responses to be made. Further, the responses are
8 necessarily made without prejudice to Defendants' right to produce any subsequently discovered
9 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may

10 adopt. These responses are given without prejudice to Defendants' right to provide facts,
11 witnesses or documents omitted from these responses by oversight, inadvertent or good faith
12 error or mistake. Defendants have furnished information that is presently available, which may
13 include hearsay and other forms of evidence that are neither reliable nor admissible.

14 II. GENERAL OBJECTIONS

15 Each of the general objections stated below are continuing objections which Defendants
16 will incorporate into specific responses as appropriate:

17 A. Not Reasonably Calculated Objection:

18 Many of the requests, in whole or in part, seek information or documents that are
19 neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead
20 to the discovery of admissible evidence in respect thereto.

21 B. Ambiguity Objection:

22 Many of the specific requests are phrased in language that is so vague, ambiguous,
23 and uncertain that Defendants are unable to ascertain what information is requested.

24 C. Burden Objection:

25 Many of the specific requests are materially overbroad in whole or in part, or are
26 burdensome and oppressive on the grounds that they seek information that is equally

DEFENDANTS' SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
—PAGE 2 OF 7, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1 accessible to or already within the possession of the plaintiff, or information that is
 2 not relevant to the subject matter of the dispute herein, or, if relevant, so remotely
 3 relevant as to have no practical benefit to the plaintiff, while placing an inordinate
 4 burden and expense on Defendants to respond.

5 D. Duplicative Request Objection:

6 Many of the specific requests are duplicative in that that they request information that
 7 is requested by more than one Interrogatory.

8 III. SPECIFIC RESPONSES TO REQUESTS

9 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:

10 RESPONSE: Defendants incorporate by reference all previous objections to this
 11 Request. After diligent search, Defendants have found nothing that is responsive to this Request.
 12 In the event material that is responsive to this Request is located, Defendants will supplement
 13 these responses.

14 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:

15 RESPONSE: Defendants have provided all documents responsive to this Request.

16 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:

17 RESPONSE: Defendants incorporate by reference all previous objections to this
 18 Request. After diligent search, Defendants have found nothing that is responsive to this Request.
 19 In the event material that is responsive to this Request is located, Defendants will supplement
 20 these responses.

21 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:

22 RESPONSE: Defendants have provided all documents responsive to this Request.

23 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5:

24 RESPONSE: Defendants object to this Request on the basis that the information
 25 requested is neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead
 26 to the discovery of admissible evidence in respect thereto.

DEFENDANTS' SUPPLEMENTAL RESPONSE
 TO PLAINTIFF'S FIRST REQUEST FOR
 PRODUCTION OF DOCUMENTS
 -PAGE 3 OF 7, CASE NO. C10-1952 RSL

ROUTH
 CRABTREE
 OLSEN, P.S.

13555 SE 36th St., Ste 300
 Bellevue, WA 98006
 Telephone: 425.458.2121
 Facsimile: 425.458.2131

1 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6:

2 RESPONSE: Defendants have provided all documents responsive to this Request.

3 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:

4 RESPONSE: Defendants incorporate by reference all previous objections to this
5 Request. Without waiving any objection, Defendant MERS provides the attached copy of the
6 MERS Membership Application for IndyMac Mortgage Holdings, Inc.

7 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:

8 RESPONSE: Defendants incorporate by reference all previous objections to this
9 Request. Without waiving any objection, Defendant MERS provides the attached copy of the

10 Membership Agreement between Freddie Mac and MERS.

11 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:

12 RESPONSE: Defendants have provided all documents responsive to this Request.

13 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10:

14 RESPONSE: Defendants incorporate by reference all previous objections to this
15 Request. After diligent search, Defendants have found nothing that is responsive to this Request.
16 In the event material that is responsive to this Request is located, Defendants will supplement
17 these responses.

18 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11:

19 RESPONSE: Defendants have provided all documents responsive to this Request.

20 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:

21 RESPONSE: Defendants have provided all documents responsive to this Request.

22 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:

23 RESPONSE: Defendants incorporate by reference all previous objections to this
24 Request. Without waiving any objection, please see the attached Form 1034.

25
26
DEFENDANTS' SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
-PAGE 4 OF 7, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14:

2 RESPONSE: Defendants incorporate by reference all previous objections to this
3 Request. Without waiving any objection, please see the attached Form 1036.

4 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15:

5 RESPONSE: Defendants incorporate by reference all previous objections to this
6 Request. After diligent search, Defendants have found nothing that is responsive to this Request.
7 In the event material that is responsive to this Request is located, Defendants will supplement
8 these responses.
9

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DEFENDANTS' SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
- PAGE 5 OF 7, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

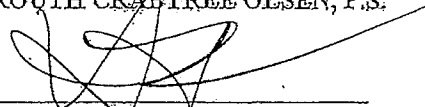
13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

ATTORNEY CERTIFICATION

The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTS, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 17th day of February, 2012.

ROUTH CRABTREE OLSEN, P.S.


 Heidi E. Buck, WSBA No. 41769
 Of Attorneys for Defendants OneWest
 Bank, Mortgage Electronic Registration
 Systems, Inc., and Northwest Trustee
 Services, Inc.

DEFENDANTS' SUPPLEMENTAL RESPONSE
 TO PLAINTIFF'S FIRST REQUEST FOR
 PRODUCTION OF DOCUMENTS
 - PAGE 6 OF 7, CASE NO. C10-1952 RSL

ROUTH
 CRABTREE
 OLSEN, P.S.

13555 SE 36th St., Ste 300
 Bellevue, WA 98006
 Telephone: 425.458.2121
 Facsimile: 425.458.2131

PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 9th day of February, 2012.

ONEWEST BANK, FSB

By: Rebecca Marks
Rebecca Marks
NORTHWEST TRUSTEE SERVICES, INC.

By: [Signature]
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: JC San Pedro
JC SAN PEDRO

DEFENDANTS' SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
-PAGE 7 OF 7, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST
TRUSTEE SERVICES, INC., MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC., INDYMAC BANK FSB, DOBS 1-50,

Defendants.

No. C10-1952 RSL

DEFENDANTS ONEWEST BANK,
FSB, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
AND NORTHWEST TRUSTEE
SERVICES, INC.'S SECOND
SUPPLEMENTAL RESPONSE TO
PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION OF
DOCUMENTS

COME NOW, Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS") (collectively "Defendants") and again supplements their responses to Plaintiff James McDonald's First Set of Interrogatories and Request for Production of Documents ("Requests") in response to the Order Granting in Part Plaintiff's Motion to Compel as follows:

I. PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
-PAGE 1 OF 6, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1 produced, if any such document or documents were sought to be introduced into evidence in
 2 Court. All such objections and grounds are reserved and may be interposed at the time of trial.

3 Defendants have not completed their investigation of facts, witnesses, or documents
 4 related to this action; have not completed its analysis of available data; have not yet completed
 5 its discovery in this action; and have not completed preparation for trial. Thus, although a good
 6 faith effort has been made to supply pertinent information when it has been requested, it is not
 7 possible in many instances for unqualified responses to be made. Further, the responses are
 8 necessarily made without prejudice to Defendants' right to produce any subsequently discovered
 9 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may
 10 adopt. These responses are given without prejudice to Defendants' right to provide facts,
 11 witnesses or documents omitted from these responses by oversight, inadvertent or good faith
 12 error or mistake. Defendants have furnished information that is presently available, which may
 13 include hearsay and other forms of evidence that are neither reliable nor admissible.

14 II. RESPONSES TO REQUESTS

15 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4: Defendant OneWest -- Provide
 16 copies of any an all servicing agreements between Defendant OneWest and the current owner or
 17 previous owners of the promissory note.

18 RESPONSE: Defendants incorporate by reference all previous objections to this Request.
 19 Without waiving any previous objection, Defendant OneWest provides that it identified the
 20 servicing agreement between OneWest and Freddie Mac by providing a link to the agreement.
 21 Defendant OneWest provided this information through counsel in an email communication with
 22 Mr. McDonald on July 11, 2011. The email communication is attached as Exhibit 1.
 23
 24
 25
 26

1 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7: Defendant MERS – A copy of
 2 the MERS Membership Agreement between Indymac Bank and MERS.

3 RESPONSE: Defendants incorporate by reference all previous objections to this Request.
 4 Without waiving any previous objection, Defendant MERS provides that it previously provided a
 5 copy of the MERS Membership Application for IndyMac Mortgage Holdings, Inc. The
 6 document was redacted as it contained personal nonpublic information relating to the identities
 7 of IndyMac Mortgage Holdings, Inc. and MERS employees and to protect nonpublic corporate
 8 information irrelevant to the underlying claims and allegations asserted by Plaintiff.

9
 10 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9: Defendant MERS – A copy of
 11 the MERS Membership Agreement between OneWest Bank and MERS.

12 RESPONSE: Defendants incorporate by reference all previous objections to this Request.
 13 Without waiving any objection, Defendant MERS provides that it previously provided a copy of
 14 the Membership Agreement between OneWest Bank and MERS. The document was redacted as
 15 it contained personal nonpublic information relating to the identities of OneWest and MERS
 16 employees and to protect nonpublic corporate information irrelevant to the underlying claims and
 17 allegations asserted by Plaintiff.

18
 19 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12: Defendant OneWest – Any and
 20 all exhibits attached to the agreements between the Federal Deposit Insurance Corporation, IMB
 21 Holdco LLC and OneWest Bank Group LLC known as Master Purchase Agreement, Loan Sale
 22 Agreement and Servicing Business Asset Purchase Agreement.

23 RESPONSE: Defendants incorporate by reference all previous objections to this Request.
 24 Without waiving any objection, Defendant OneWest provides that it, in error, previously stated
 25 all responsive documents had been produced. Please see attached as Exhibit 2 the loan schedule
 26 identifying Plaintiff's loan, which is attached to Servicing Business Asset Purchase Agreement.

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE
 TO PLAINTIFF'S FIRST REQUEST FOR
 PRODUCTION OF DOCUMENTS
 – PAGE 3 OF 6, CASE NO. C10-1952 RSL

ROUTH
 CRABTREE
 OLSEN, P.S.

13555 SE 36th St., Ste 300
 Bellevue, WA 98006
 Telephone: 425.458.2121
 Facsimile: 425.458.2131

1 This document has been redacted as it contains personal nonpublic information relating to the
2 identities and financial information of borrowers other than Mr. McDonald.

3
4 REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13: Defendant OneWest – Any
5 and all forms 1034 in regards to Custodial Agreement Number 000015, Seller/Service
6 Number(s) 153845 and 153984 between Freddie Mac, Deutsche Bank Trust Co and Defendant
7 OneWest.

8 RESPONSE: Defendants incorporate by reference all previous objections to this Request.
9 Without waiving any objection, Defendant OneWest provides that it previously produced a copy
10 of the attached Form 1034. This document has been redacted as it contains personal nonpublic
11 information relating to the identities and financial information of borrowers other than Mr.
12 McDonald.

13
14
15
16
17
18
19
20
21
22
23
24
25
26

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
– PAGE 4 OF 6, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St, Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ATTORNEY CERTIFICATION

The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTS, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 2nd day of May, 2012.

ROUTH CRABTREE OLSEN, P.S.



Heidi E. Buck, WSBA No. 41769
Of Attorneys for Defendants OneWest
Bank, Mortgage Electronic Registration
Systems, Inc., and Northwest Trustee
Services, Inc.

PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 1st day of May, 2012.

ONEWEST BANK, FSB

By: 

Charles Boyle

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: _____

Its: Assistant Secretary

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
-PAGE 6 OF 6, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425-458.2121
Facsimile: 425.458.2131

PARTY CERTIFICATION

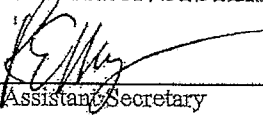
The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 2nd day of May, 2012.

ONEWEST BANK, FSB

By: _____

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: 
Its: Assistant Secretary

Emrick Myatt

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE
TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
-PAGE 6 OF 6, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98005
Telephone: 425.458.2121
Facsimile: 425.458.2131

Exhibit 12

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST
TRUSTEE SERVICES, INC., MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANTS ONEWEST BANK,
FSB, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
AND NORTHWEST TRUSTEE
SERVICES, INC.'S RESPONSE TO
PLAINTIFF'S SECOND REQUEST
FOR PRODUCTION OF
DOCUMENTS**

COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS") (collectively "Defendants") and responds to Plaintiff James McDonald's Second Set of Interrogatories and Request for Production of Documents ("Requests") as follows:

I. PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents produced, if any such document or documents were sought to be introduced into evidence in Court. All such objections and grounds are reserved and may be interposed at the time of trial.

DEFENDANTS' RESPONSE TO PLAINTIFF'S SECOND
REQUEST FOR PRODUCTION OF DOCUMENTS
- PAGE 1 OF 3, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

Defendants have not completed their investigation of facts, witnesses, or documents related to this action; has not completed its analysis of available data; has not yet completed its discovery in this action; and has not completed preparation for trial. Thus, although a good faith effort has been made to supply pertinent information when it has been requested, it is not possible in many instances for unqualified responses to be made. Further, the responses are necessarily made without prejudice to Defendants' right to produce any subsequently discovered facts, witnesses, or documents, as well as any new theories or contentions that Defendants may adopt. These responses are given without prejudice to Defendants' right to provide facts, witnesses or documents omitted from these responses by oversight, inadvertent or good faith error or mistake. Defendants have furnished information that is presently available, which may include hearsay and other forms of evidence that are neither reliable nor admissible.

II. RESPONSES TO REQUESTS

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1: The complete governing documents for subpool IN070227 as identified on the Complete Loan File Information from Deutsche Bank National Trust Company, which Plaintiff has provided the Defense a copy of.

RESPONSE: Objection. Not reasonably calculated to lead to discovery of admissible evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to respond. Without waiving any objections, Defendants have no documents responsive to this request. However, upon discovery of material responsive to this request, Defendants reserve the right to supplement this Response.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2: The complete governing documents for the master pool/trust that the subpool identified above is a part of.

RESPONSE: Objection. Not reasonably calculated to lead to discovery of admissible evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to respond. Without waiving any objections, Defendants have no documents responsive to this request. However, upon discovery of material responsive to this request, Defendants reserve the right to supplement this Response.

1 ANSWERS TO PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS.
2 Dated August 19th, 2011.

3
4 **ROUTH CRABTREE OLSEN, P.S.**

5 

6 Heidi E. Buck, WSBA No. 41769
7 Of Attorneys for Defendants OneWest
8 Bank, Mortgage Electronic Registration
9 Systems, Inc., and Northwest Trustee
10 Services, Inc.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DEFENDANTS' RESPONSE TO PLAINTIFF'S SECOND
REQUEST FOR PRODUCTION OF DOCUMENTS
- PAGE 3 OF 3, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

Exhibit 13

The Honorable Judge Robert Lasnik

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST
TRUSTEE SERVICES, INC., MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANT ONEWEST BANK,
FSB'S RESPONSE TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

COMES NOW, Defendant OneWest Bank, FSB ("OneWest") and responds to Plaintiff James McDonald's First Set of Interrogatories and Requests for Production as follows:

I. PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents produced, if any such document or documents were sought to be introduced into evidence in Court. All such objections and grounds are reserved and may be interposed at the time of trial.

Defendant has not completed its investigation of facts, witnesses, or documents related to this action; has not completed its analysis of available data; has not yet completed its discovery

in this action; and has not completed preparation for trial. Thus, although a good faith effort has

DEFENDANT ONEWEST'S RESPONSE TO
INTERROGATORIES AND REQUESTS FOR
PRODUCTION

- PAGE 1 OF 10, CASE NO. C10-1952 RSL

ROUTH
CRABTREE
OLSEN, P.S.

13555 SE 36th St., Ste 300
Bellevue, WA 98006
Telephone: 425.458.2121
Facsimile: 425.458.2131

1 been made to supply pertinent information when it has been requested, it is not possible in many
 2 instances for unqualified responses to be made. Further, the responses are necessarily made
 3 without prejudice to Defendant's right to produce any subsequently discovered facts, witnesses,
 4 or documents, as well as any new theories or contentions that Defendant may adopt. These
 5 responses are given without prejudice to Defendant's right to provide facts, witnesses or
 6 documents omitted from these responses by oversight, inadvertent or good faith error or mistake.
 7 Defendant has furnished information that is presently available, which may include hearsay and
 8 other forms of evidence that are neither reliable nor admissible.

9 II. GENERAL OBJECTIONS

10 Each of the general objections stated below are continuing objections which Defendant
 11 will incorporate into specific responses as appropriate:

12 A. Not Reasonably Calculated Objection:

13 Many of the requests, in whole or in part, seek information or documents that are
 14 neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead
 15 to the discovery of admissible evidence in respect thereto.

16 B. Ambiguity Objection:

17 Many of the specific requests are phrased in language that is so vague, ambiguous,
 18 and uncertain that Defendant is unable to ascertain what information is requested.

19 C. Burden Objection:

20 Many of the specific requests are materially overbroad in whole or in part, or are
 21 burdensome and oppressive on the grounds that they seek information that is equally
 22 accessible to or already within the possession of the plaintiff, or information that is
 23 not relevant to the subject matter of the dispute herein, or, if relevant, so remotely
 24 relevant as to have no practical benefit to the plaintiff, while placing an inordinate
 25 burden and expense on Defendant to respond.

26 D. Duplicative Request Objection:

Many of the specific requests are duplicative in that that they request information that is requested by more than one Interrogatory.

III. SPECIFIC RESPONSES TO REQUESTS

Interrogatory 1: Identify the date, value received and to whom Indymac Bank, FSB sold, transferred, conveyed, granted, or negotiated or otherwise released its interest in Plaintiff's Note and/or Plaintiff's Deed of Trust.

RESPONSE: Defendant OneWest objects to Interrogatory No. 1 on the basis that it is duplicative, is vague and ambiguous, and is not reasonably calculated to lead to the discovery of admissible evidence. Moreover, fishing expeditions are not a proper basis to conduct discovery. Fed. R. Civ. Pro. 26(b)(1) (requiring good cause for a court to order discovery of relevant material); *Collens v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that "[w]hile Rule 26(b)(1) still provides for broad discovery, courts should not grant discovery requests based on pure speculation that amount to nothing more than a 'fishing expedition' into the actions or alleged past wrongdoing of a party not related to the alleged claims or defenses."); *EEOC v. Harvey L. Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as a fishing expedition to see what may turn up).

Request to Produce 1: Provide any documents, screenshots, communication or other information that supports your answer to Interrogatory #1.

RESPONSE: Defendant OneWest objects to RFP No. 1 on the basis that it is vague and ambiguous and is not reasonably calculated to lead to the discovery of admissible evidence. Moreover, fishing expeditions are not a proper basis to conduct discovery. Fed. R. Civ. Pro. 26(b)(1) (requiring good cause for a court to order discovery of relevant material); *Collens v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that "[w]hile Rule 26(b)(1) still provides for broad discovery, courts should not grant discovery requests based on pure speculation that amount to nothing more than a 'fishing expedition' into the actions or alleged

1 past wrongdoing of a party not related to the alleged claims or defenses.”); *EEOC v. Harvey L.*
 2 *Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as
 3 a fishing expedition to see what may turn up).

4
 5 **Interrogatory 2:** Describe the contract referred to on Form 1034A provided to Plaintiff in the
 6 Response to the First Request to Produce that is referred to as Freddie Mac Contract
 7 0702156058.

8 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 2 on the basis that it is vague and
 9 ambiguous and is not reasonably calculated to lead to the discovery of admissible evidence.
 10 Moreover, fishing expeditions are not a proper basis to conduct discovery. Fed. R. Civ. Pro.
 11 26(b)(1) (requiring good cause for a court to order discovery of relevant material); *Collens v.*
 12 *City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that “[w]hile Rule 26(b)(1) still
 13 provides for broad discovery, courts should not grant discovery requests based on pure
 14 speculation that amount to nothing more than a ‘fishing expedition’ into the actions or alleged
 15 past wrongdoing of a party not related to the alleged claims or defenses.”); *EEOC v. Harvey L.*
 16 *Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as
 17 a fishing expedition to see what may turn up).

18
 19 **Request to Produce 2:** Provide a copy of the contract and any supporting documents,
 20 screenshots, communication or other information relating to Freddie Mac Contract 0702156058.

21 **RESPONSE:** Defendant OneWest objects to RFP No. 2 on the basis that it is vague and
 22 ambiguous and is not reasonably calculated to lead to the discovery of admissible evidence.
 23 Moreover, fishing expeditions are not a proper basis to conduct discovery. Fed. R. Civ. Pro.
 24 26(b)(1) (requiring good cause for a court to order discovery of relevant material); *Collens v.*
 25 *City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that “[w]hile Rule 26(b)(1) still
 26 provides for broad discovery, courts should not grant discovery requests based on pure

1 speculation that amount to nothing more than a 'fishing expedition' into the actions or alleged
 2 past wrongdoing of a party not related to the alleged claims or defenses."); *EEOC v. Harvey L.*
 3 *Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as
 4 a fishing expedition to see what may turn up).

5
 6 **Interrogatory 3:** Identify what the identification number of IN010C found at the top of Form
 7 1036 provided in Response to the First Request to Produce is and describe any relationship that
 8 identification number has to Plaintiff's Note.

9 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 3 on the basis that it is vague and
 10 ambiguous and on the basis that it is not reasonably calculated to lead to the discovery of
 11 admissible evidence. Moreover, fishing expeditions are not a proper basis to conduct discovery.
 12 Fed. R. Civ. Pro. 26(b)(1) (requiring good cause for a court to order discovery of relevant
 13 material); *Collens v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that
 14 "[w]hile Rule 26(b)(1) still provides for broad discovery, courts should not grant discovery
 15 requests based on pure speculation that amount to nothing more than a 'fishing expedition' into
 16 the actions or alleged past wrongdoing of a party not related to the alleged claims or defenses.");
 17 *EEOC v. Harvey L. Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that
 18 discovery is not to be used as a fishing expedition to see what may turn up). Without waiving the
 19 foregoing objections, Defendant OneWest has no knowledge of identification number of IN010C
 20 found at the top of Form 1036.

21
 22 **Request to Produce 3:** Provide any and all documentation relating to the answer given in
 23 Interrogatory #3.

24 **RESPONSE:** Defendant OneWest objects to RFP No. 3 on the basis that it is vague and
 25 ambiguous, and on the basis that it is not reasonably calculated to lead to the discovery of
 26 admissible evidence. Moreover, fishing expeditions are not a proper basis to conduct discovery.

1 Fed. R. Civ. Pro. 26(b)(1) (requiring good cause for a court to order discovery of relevant
2 material); *Collens v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that
3 “[w]hile Rule 26(b)(1) still provides for broad discovery, courts should not grant discovery
4 requests based on pure speculation that amount to nothing more than a ‘fishing expedition’ into
5 the actions or alleged past wrongdoing of a party not related to the alleged claims or defenses.”);
6 *EEOC v. Harvey L. Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that
7 discovery is not to be used as a fishing expedition to see what may turn up).

8
9 **Interrogatory 4:** Did the FDIC, as Receiver for Indymac Bank, FSB, repudiate the subject Loan
10 or Note?

11 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 4 on the basis that it is not
12 reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of
13 the foregoing objections, no.

14
15 **Request to Produce 3:** Provide any and all documentation relating to the answer given in
16 Interrogatory #4.

17 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 4 on the basis that it is not
18 reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of
19 the foregoing objections, OneWest is not aware of any documentation satisfying the foregoing
20 request. Without waiving any of the foregoing objections, OneWest provides that it has no
21 knowledge of any documentation that satisfies the foregoing request.

22
23 **Interrogatory 5:** Describe any and all communication between Defendant OneWest Bank and
24 the FDIC in relation to the subject Note, Loan, litigation or any other topic relating to the
25 Plaintiff or the Plaintiff’s property in this litigation.

1 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 5 on the basis that it is overbroad
 2 and unduly burdensome, and it is not reasonably calculated to lead to the discovery of admissible
 3 evidence. Without waiving any of the foregoing objections, after diligent search and
 4 investigation, OneWest is unaware of any communication between OneWest and the FDIC as
 5 described in Interrogatory No. 5. Moreover, fishing expeditions are not a proper basis to conduct
 6 discovery. Fed. R. Civ. Pro. 26(b)(1) (requiring good cause for a court to order discovery of
 7 relevant material); *Collens v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting
 8 that “[w]hile Rule 26(b)(1) still provides for broad discovery, courts should not grant discovery
 9 requests based on pure speculation that amount to nothing more than a ‘fishing expedition’ into
 10 the actions or alleged past wrongdoing of a party not related to the alleged claims or defenses.”);
 11 *EEOC v. Harvey L. Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that
 12 discovery is not to be used as a fishing expedition to see what may turn up). Without waiving
 13 any of the foregoing objections, Defendant OneWest has no knowledge of any communication
 14 responsive to the foregoing request.

15
 16 **Interrogatory 6:** Identify the independent field inspector, person or entity OneWest Bank sends
 17 or causes to be sent to Plaintiff’s real property on a monthly basis.

18 **RESPONSE:** Defendant OneWest objects to Interrogatory No. 6 on the basis that it is not
 19 reasonably calculated to lead to the discovery of admissible evidence. Moreover, fishing
 20 expeditions are not a proper basis to conduct discovery. Fed. R. Civ. Pro. 26(b)(1) (requiring
 21 good cause for a court to order discovery of relevant material); *Collens v. City of New York*, 222
 22 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that “[w]hile Rule 26(b)(1) still provides for broad
 23 discovery, courts should not grant discovery requests based on pure speculation that amount to
 24 nothing more than a ‘fishing expedition’ into the actions or alleged past wrongdoing of a party
 25 not related to the alleged claims or defenses.”); *EEOC v. Harvey L. Walner & Associates*, 91
 26

1 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as a fishing expedition to
2 see what may turn up).

3
4 **Request to Produce 7:** Provide screenshots of any and all records from Indymac Bank, FSB,
5 Indymac MBS, Indymac Mortgage Services and OneWest Bank, FSB in relation to Plaintiff's
6 Note, Loan or Deed of Trust from the inception of the loan through the present.

7 **RESPONSE:**

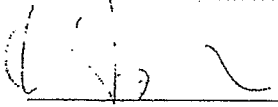
8 Defendant OneWest objects to Interrogatory No. 5 on the basis that it is overbroad and unduly
9 burdensome, vague and ambiguous, and it is not reasonably calculated to lead to the discovery of
10 admissible evidence. Without waiving any of the foregoing objections, after diligent search and
11 investigation, OneWest is unaware of any screenshots and records that satisfy the foregoing
12 request. Moreover, fishing expeditions are not a proper basis to conduct discovery. Fed. R. Civ.
13 Pro. 26(b)(1) (requiring good cause for a court to order discovery of relevant material); *Collens*
14 *v. City of New York*, 222 F. R. D. 249, 253 (S.D. N.Y. 2004)(noting that "[w]hile Rule 26(b)(1)
15 still provides for broad discovery, courts should not grant discovery requests based on pure
16 speculation that amount to nothing more than a 'fishing expedition' into the actions or alleged
17 past wrongdoing of a party not related to the alleged claims or defenses."); *EEOC v. Harvey L.*
18 *Walner & Associates*, 91 F.3d 963, 971 (7th Cir. 1996) (stating that discovery is not to be used as
19 a fishing expedition to see what may turn up).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
ATTORNEY CERTIFICATION

The undersigned, as attorney for Defendant OneWest, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 2nd day of August, 2012.

ROUTH CRABTREE OLSEN, P.S.


Heidi E. Buck, WSBA No. 41769
Of Attorneys for Defendants OneWest
Bank, Mortgage Electronic Registration
Systems, Inc., and Northwest Trustee
Services, Inc.

PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am an employee of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 2nd day of August, 2012.

ONEWEST BANK, FSB

By: 

Charles Boyie
Vice President, OWB

Exhibit 14

James McDonald

From: Michael J Henderson [REDACTED]
Sent: Wednesday, August 01, 2012 9:41 AM
To: [REDACTED]
Subject: Subpoena To Produce Documents in Civil Action No. C10-19529-RSL
Dear Mr. McDonald:

I have looked into what will be necessary to gather the documents responsive to your subpoena, and have also learned that there will be some costs associated with doing so because it costs us time and money to conduct document searches, compile documents and prepare them for production. Please review the following Freddie Mac guidelines for recouping costs for the production of responsive documents.

Copying and/or CD costs: Actual costs if sent to outside vendor for copying, and \$0.25 per page for documents (8 1/2 x 14 and less) and/or \$25.00 per CD for documents produced in-house.

In-House Attorney's Time: \$400.00 per hour.

Paralegal's Time: \$165.00 per hour.

IT Support Time: \$165.00 per hour.

Clerical/Administrative Time: \$60.00 per hour.

Delivery Costs for Production of Documents: Actual costs are determined on level of service, volume/weight of documents (i.e., Postage/UPS and packaging or other delivery cost).

Although I cannot quote you a set price for what it will cost to gather the documents, I have been advised that it will likely range between \$100-200. However, that is not absolute. Just so you know, we do not have these documents in-house and will have to obtain them from your servicer.

If you agree to these production costs and would like to move forward, please send me a reply email as confirmation. Upon receipt of your email, we will commence the gathering the documents and follow up with a letter outlining the actual costs for the production. As a matter of policy, Freddie Mac will deliver copies of the documents upon receipt of payment for the cost of production.

Please contact me with any questions.

Freddie
Mac
We make it possible

Michael J. Henderson
Associate General Counsel
Legal Division
Litigation Department (Single Family Portfolio Management Litigation)

8200 Jones Branch Drive
McLean, Virginia 22102-3110
Tel: [REDACTED]
Fax: [REDACTED]
email: [REDACTED]

8/12/2012

Exhibit 15

James McDonald

From: Michael J Henderson [REDACTED]
Sent: Thursday, August 02, 2012 2:35 PM
To: [REDACTED]
Subject: Subpoena To Produce Documents in Civil Action No. C10-19529-RSL

James,

In response to your subpoena upon Freddie Mac in the referenced matter, we have determined that your loan (#332479455) was in security pool 1J1527, and was accelerated out on 2/15/10. For that pool, we have confirmed that it relates to the Offering Circular dated July 1, 2004, and Mortgage Participation Certificates Agreement dated February 1, 2001. These are the two documents we have.

The itemized costs associated with providing these documents are below. Please note that the clerical & paralegal time is kept low and not actual time to make the cost more amenable for you, and I am not including any of my time.

1. Pages (58) = \$14.50
2. Clerical / Admin. Time (30 minutes) = \$30.00
3. Paralegal Time (30 minutes) = \$82.50
4. In-House Attorney Time = 0.00

Total: \$127.00

Please forward a check in the amount indicated above to my attention payable to Freddie Mac at the following address:

Michael J. Henderson
Associate General Counsel
Legal Division
Litigation Department
8200 Jones Branch Drive
McLean, Virginia 22102-3110

Upon receipt, I will send you the documents via email.

Please call me with any questions.

Freddie
Mac
We make loans possible

Michael J. Henderson
Associate General Counsel
Legal Division
Litigation Department (Single Family Portfolio Management Litigation)
8200 Jones Branch Drive
McLean, Virginia 22102-3110
Tel: [REDACTED]
Fax: [REDACTED]
email: [REDACTED]

8/12/2012

Exhibit 16

Freddie Mac
Additional Supplement for Mortgage Participation Certificates (PCs)
Prepayment Penalty Mortgages

ADDITIONAL SUPPLEMENT dated February 27, 2007

PC Pool Number: 1J1527

Seller Name: Indymac Bank, F.S.B.

CUSIP Number: 3128NHVU4

This Additional Supplement describes certain characteristics of the PCs and/or the Mortgages comprising the PC Pool that are not contained in the information and characteristics set forth in our Offering Circular for Mortgage Participation Certificates dated October 14, 2005, as it may be supplemented from time to time ("PC Offering Circular") or the related Pool Supplement. This information is as of the PC issue date and supplements the information in the related Pool Supplement. Information and representations in this Additional Supplement about the seller and the Mortgages are the information and representations only of the seller of the Mortgages; we make no representations or warranties concerning the accuracy or completeness of the information contained herein. You should purchase the PCs only after reading this Additional Supplement, the Pool Supplement and the PC Offering Circular. Capitalized terms used in this Additional Supplement (other than capitalized terms that are defined in this document) have the same meanings as in the PC Offering Circular. The Additional Supplement incorporates by reference the PC Offering Circular and the related Pool Supplement.

We guarantee the payment of interest and principal on the PCs as described in the PC Offering Circular. Principal and interest payments on the PCs are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac. The PCs are not tax-exempt securities. Because of applicable securities law exemptions, Freddie Mac has not registered the PCs with any federal or state securities commission. No securities commission has reviewed this Additional Supplement.

MORTGAGES — Special Mortgage Characteristics

% UPB	Number of Loans	Prepayment Protection Description	Premium Due on Sale of Property (Y or N)	Prepayment Protection Term Expired
100	145	If within the first three years, a full or partial prepayment of more than 20% of the original principal amount is made in any 12-month period, a prepayment charge will be an amount equal to the payment of 6 months' advance interest on the amount prepaid in excess of 20% of the original principal amount.	Y	N